

**BOARD BILL # 149                      INTRODUCED BY ALDERMAN STEPHEN CONWAY**

1            An ordinance recommended by the Airport Commission and the Board of Estimate and  
2    Apportionment authorizing and directing the Director of Airports and the Comptroller of the City of  
3    St. Louis ("City") to enter into and execute on behalf of the City a Dual Customs Agreement (AL-  
4    353) ("Agreement") substantially in the form as set out in **ATTACHMENT "1"** to this Ordinance,  
5    which is attached hereto and incorporated herein, between the City, the owner and operator of  
6    Lambert-St. Louis International Airport® ("Airport"), which is located in St. Louis County,  
7    Missouri, and Brownsville International Air Cargo, Inc., doing business as Bi-National Air Cargo  
8    Terminals, a Texas corporation ("BIAC"), memorializing the City's and BIAC's mutual  
9    understandings and commitments to each other for cooperation to obtain approval for, establish, and  
10   develop a "Dual Customs" (as defined in the Agreement) cargo facility at the Airport and to allow  
11   and require BIAC to provide for, develop, and operate certain aspects of a Dual Customs facility,  
12   and to offer certain aeronautical and non-aeronautical services and facilities to air cargo operators at  
13   the Airport, subject to and in accordance with the provisions of the Agreement; authorizing and  
14   directing the Mayor and the Comptroller of the City to enter into and execute on behalf of the City  
15   the Restated and Amended First Right of Refusal – Cargo City Agreement (AL-352), between the  
16   City and BIAC, substantially in the form as set out in **EXHIBIT A** to the Agreement", granting to  
17   BIAC a first right of refusal to lease certain premises at the Airport commonly known as "Cargo  
18   Building No. 3", as more fully described in the Agreement and EXHIBIT A thereto, subject to and  
19   in accordance with the provisions of the Restated and Amended First Right of Refusal - Cargo City  
20   Agreement (AL-352); authorizing and directing the Mayor and the Comptroller of St. Louis to enter  
21   into and execute on behalf of St. Louis, the First Right of Refusal – Northern Tract Agreement (East  
22   Site) (AL-317), between the City and BIAC, substantially in the form as set out in **EXHIBIT B** to

1 the Agreement, granting to BIAC a first right of refusal to lease certain premises at the Airport  
2 commonly known as the “Northern Tract – East Site”, as more fully described in the Agreement  
3 and EXHIBIT B thereto, subject to and in accordance with the provisions of the First Right of  
4 Refusal – Northern Tract Agreement (East Side) (AL-317); authorizing the Mayor, the Comptroller,  
5 the Register, the City Counselor, the Director of Airports, and other appropriate officers, agents, and  
6 employees of the City, with the advice of the Director of Airports, to enter into and execute on  
7 behalf of the City and in the City’s best interest any attendant or related documents, agreements,  
8 permits, amendments, affidavits, certifications, or instruments deemed necessary to effectuate the  
9 terms set forth in the Agreement, and/or deemed necessary to preserve and protect the City’s  
10 interest, and/or to take such actions as may be necessary or appropriate in connection with the  
11 consummation of the transactions contemplated herein; providing that the provisions set forth in this  
12 Ordinance shall be applicable exclusively to the agreements, documents, permits, and instruments  
13 approved and/or authorized by this Ordinance; and containing a severability clause.

14 **WHEREAS,** The City of St. Louis (“City”) is the owner and operator of Lambert-St. Louis  
15 International Airport; and

16 **WHEREAS,** the Board of Aldermen hereby determines that the terms of the Dual  
17 Customs Agreement (AL-353) (“Agreement”), between the City and Brownsville International  
18 Air Cargo, Inc., doing business as Bi-National Air Cargo Terminals, a Texas corporation (“BIAC”),  
19 are acceptable and that the execution, delivery and performance by the City and BIAC of their  
20 respective obligations under the Agreement are in the best interests of the City, its residents, the  
21 Airport, and the traveling public.

22 **BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

1           **SECTION ONE.**     The Board of Aldermen hereby adopts the foregoing recitals, which  
2 are incorporated herein by this reference, as findings.

3           **SECTION TWO.**   The Director of Airports and the Comptroller of the City of St. Louis  
4 ("St. Louis") are hereby authorized and directed to enter into and execute on behalf of St. Louis  
5 a Dual Customs Agreement (AL-353) ("Agreement") substantially in the form as set out in  
6 **ATTACHMENT "1"** to this Ordinance, which is attached hereto and incorporated herein, between  
7 the City, the owner and operator of Lambert-St. Louis International Airport® ("Airport"), which is  
8 located in St. Louis County, Missouri, and Brownsville International Air Cargo, Inc., doing business  
9 as Bi-National Air Cargo Terminals, a Texas corporation ("BIAC"), memorializing the City's and  
10 BIAC's mutual understandings and commitments to each other for cooperation to obtain approval  
11 for, establish, and develop a "Dual Customs" (as defined in the Agreement) cargo facility at the  
12 Airport and to allow and require BIAC to provide for, develop, and operate certain aspects of a Dual  
13 Customs facility, and to offer certain aeronautical and non-aeronautical services and facilities to air  
14 cargo operators at the Airport, subject to and in accordance with the provisions of the Agreement.

15           **SECTION THREE.**   The Mayor and the Comptroller of St. Louis are hereby authorized  
16 and directed to enter into and execute on behalf of the City the Restated and Amended First Right of  
17 Refusal – Cargo City Agreement (AL-352), between the City and BIAC, substantially in the form as  
18 set out in EXHIBIT A to the Agreement", granting to BIAC a first right of refusal to lease certain  
19 premises at the Airport commonly known as "Cargo Building No. 3", as more fully described in the  
20 Agreement and EXHIBIT A thereto, subject to and in accordance with the provisions of the  
21 Restated and Amended First Right of Refusal - Cargo City Agreement (AL-352);

22           **SECTION FOUR.**   The Mayor and the Comptroller of St. Louis are hereby authorized  
23 and directed to enter into and execute on behalf of the City the First Right of Refusal – Northern

1 Tract Agreement (East Site) (AL-317), between the City and BIAC, substantially in the form as set  
2 out in EXHIBIT B to the Agreement, granting to BIAC a first right of refusal to lease certain  
3 premises at the Airport commonly known as the “Northern Tract – East Site”, as more fully  
4 described in the Agreement and EXHIBIT B thereto, subject to and in accordance with the  
5 provisions of the First Right of Refusal – Northern Tract Agreement (East Side) (AL-317).

6 **SECTION FIVE.** The Mayor, the Comptroller, the Register, the City Counselor, the  
7 Director of Airports, and other appropriate officers, agents, and employees of the City, with the  
8 advice of the Director of Airports, are hereby authorized to enter into and execute on behalf of the  
9 City and in the City’s best interest any attendant or related documents, agreements, permits,  
10 amendments, affidavits, releases, certifications, or instruments deemed necessary to effectuate the  
11 terms set forth in the Agreement, and/or deemed necessary to preserve and protect the City’s  
12 interest, and/or to take such actions as may be necessary or appropriate in connection with the  
13 consummation of the transactions or agreements contemplated herein.

14 **SECTION SIX.** The terms, covenants, and conditions set forth in this Ordinance shall  
15 be applicable exclusively to the agreements, documents, permits and instruments approved or  
16 authorized by this Ordinance and shall not be applicable to any other existing or future agreements,  
17 documents, permits, or instruments unless specifically authorized by an ordinance enacted after the  
18 effective date of this Ordinance. All provisions of other ordinances of St. Louis which are in conflict  
19 with this Ordinance shall be of no force or effect as to the agreements, documents, permits, and  
20 instruments approved and/or authorized by this Ordinance.

21 **SECTION SEVEN.** The sections or provisions of this Ordinance or portions thereof shall  
22 be severable. In the event that any section or provision of this Ordinance or portion thereof is held  
23 invalid by a court of competent jurisdiction, such holding shall not invalidate the remaining sections

1 or provisions of this Ordinance unless the court finds the valid sections or provisions of this  
2 Ordinance are so essentially and inseparably connected with, and so dependent upon, the illegal,  
3 unconstitutional or ineffective section or provision that it cannot be presumed that the Board of  
4 Aldermen would have enacted the valid sections or provisions without the illegal, unconstitutional  
5 or ineffective sections or provisions; or unless the court finds that the valid sections or provisions,  
6 standing alone, are incomplete and incapable of being executed in accordance with the legislative  
7 intent.